

**Greenbelt Recreation Department
City of Greenbelt, Maryland**

GREENBELT COMMUNITY CENTER

GREENBELT ARTS CENTER LEASE AGREEMENT

THIS AGREEMENT, is hereby made this 1st day of May 2017 by and between the City of Greenbelt, Maryland, hereinafter referred to as the "City", a public body corporate of the state of Maryland, and Licensee name Greenbelt Arts Center, hereinafter the "Licensee".

WHEREAS, the City is the owner of the building known as the Greenbelt Community Center (hereinafter the "Center"), located in the City of Greenbelt, Prince George's County, Maryland;

WHEREAS, the City is desirous of entering into an agreement with the Licensee to lease space in the Community Center.

NOW, THEREFORE, in the consideration of the mutual covenants and agreements herein contained, it is agreed as follows;

1. Term. The term of this agreement shall be for one year ending at 11:59 p.m. on April 30, 2018. After that date, the Licensee and City will renew for additional terms of one year at the sole discretion of the City.

2. Payment. The Licensee shall pay to the City the sum of \$128.75 per month by the 1st of each month. A late fee of 10% shall be assessed if payment is not received by the 5th of the month. If payment is not received on or before the last day of the month, the City may, at its option, terminate this agreement.

3. Payment Increase. Any extensions or renewals of this Agreement shall be subject to an increase in the monthly payments.

4. Security Deposit. Licensee hereby agrees that Landlord will hold previous paid one month security deposit in the amount of \$106.00 through the term of the lease.

5. Space. Upon execution of this Agreement, the City shall designate Room 12 at the Greenbelt Community Center known as the Greenbelt Arts Center Costume Shop as the rented space. The room shall be for the exclusive use of the Licensee with access during Center business hours.

6. Obligations of the Licensee. The Licensee shall comply with the following obligations and requirements:

- (a) utilize such space allocated to it in said Center by the City;
- (b) keep the premises and fixtures in good order and condition and, at

the expiration or other termination of this Agreement, surrender same in like good order and condition, ordinary wear and tear excepted. The Licensee is responsible for providing their trash and recycling removal from the Center to the garbage areas located outside;

(c) maintain the premises in an organized fashion with clear passage to all doors and HVAC terminals. All doors must be able to open completely. On a bi-annual basis, conduct a review of inventory and discard unusable items and garbage;

(d) indemnify and save harmless the City from and against any and all claims, suits, damages, costs, losses and expenses arising from the Licensee's negligence or use of the subject premises;

(e) observe and comply with the regulations of the City as may be prescribed from time-to-time on written notice to the Licensee for safety, care and cleanliness of the Center and the comfort and convenience of other Licensees;

(f) obtain all insurance coverage for all personal property, materials, and tools, located at the Center;

(g) to describe all chemicals, equipment and tools that are stored and/or utilized at the Center. The Licensee shall update the City in writing during the course of this Agreement as needed;

(h) not store any hazardous materials on the premises or any materials that would violate the City's insurance policy on the Center.

(i) apply for and obtain all required County and State permits or licenses and provide the City with copies, if applicable.

7. Insurance. The Licensee shall furnish a Certificate of Insurance verifying the existence of \$100,000.00 in liability insurance coverage required by the City. The Certificate shall name the City as an additional insured and require sixty (60) days advance notice in the event of modification or termination.

8. Waiver. The City's failure to enforce any provision of this Agreement, any regulation required pursuant to this Agreement, or a breach by the Licensee, shall not be deemed a waiver of any such provision, regulation or breach.

9. Non-Liability. The City shall not be responsible for any liability, loss or damage to any personal property of the Licensee located in the Center with the exception of any damage caused by city employees or their contractual personnel.

10. Termination. Should either party fail to fulfill the terms of this agreement the other party may terminate the lease with thirty (30) days written notice. If the City decides to close or needs to stop operating the Center, this Agreement may also be terminated by the City upon thirty (30) days written notice. Upon termination, the Licensee shall immediately vacate the Center after the expiration of the last month paid in full. A fee for the entire month shall be assessed in the event that the Licensee holds over beyond

the termination date.

11. Assignments. The Licensee is prohibited from assigning this Agreement or any rights hereunder without the prior written approval of the City.

12. Joint and Several Liability. Each Licensee to this Agreement is jointly and severally responsible to the City for the full performance under this Agreement and for compliance with applicable laws, rules and regulations.

13. Space Alteration. The Licensee shall not make any structural or substantive alterations or additions to the work space without the prior written consent of the City. The Licensee may attach items to the walls, e.g. photographs or plaques and bookcases or cabinets, and may repaint. Alterations, improvements and changes made by the Licensee shall be performed at the Licensee's sole expense.

14. Utilities. The City shall furnish water, gas, sewer, electricity, light, heat, and power. The Licensee upon written approval by the City, may install telephone, cable television, and other utility service to its work space. The Licensee shall be responsible for any costs associated with the installation and the provision of any additional utility services and for monthly telephone charges.

15. Lost Key Charge. Licensee will be charged for replacement of lost or stolen keys according to the Facility Key Agreement. Licensee must report to City that the key has been lost or stolen.

IN WITNESS WHEREOF, the parties herein have affixed their signatures on the day and year first written above.

WITNESS:

LICENSEE:

Name:

Title:

CITY OF GREENBELT

Name:

Title:

GREENBELT ARTS CENTER